

<b>RIMWOOD, INC.,</b>	)	<b>AGBCA Nos. 2003-165-1</b>
	)	<b>2003-166-1</b>
Appellant	)	<b>2003-194-1</b>
	)	<b>2003-195-1</b>
<b>Representing the Appellant:</b>	)	
	)	
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## **ORDER OF THE BOARD OF CONTRACT APPEALS**

**July 13, 2006**

### **Opinion for the Board by Administrative Judge POLLACK.**

This appeal arises out of Contract No. 020282, Creek F Commercial Fuelwood Sale and Contract No. 004856, Pyeatt Commercial Fuel Sale. The sales were between Rimwood, Inc. of Phoenix, Arizona, and the U. S. Department of Agriculture, Forest Service (FS), Payson Ranger District, Tonto National Forest, Payson, Arizona.

Rimwood initially claimed \$15,663.48 under the Creek F contract and claimed \$24,128.29 for Pyeatt. Both of claims alleged that the FS imposed unreasonable fire restrictions. The Contracting Officer (CO) initially issued decisions dated January 23, 2003. Those were timely appealed on April 8, 2003 and docketed as AGBCA Nos. 2003-165-1 and 2003-166-1.

By Joint Motion to Extend Time for Filing of Amended Complaint, dated June 12, 2003, the Board was notified that after teleconferences between Appellant and the FS counsel, it appeared that specific issues that Appellant wished to contest, were not adequately set forth in either his original claim letter to the CO or in correspondence to the Board. As a result, the Government had agreed to

provide additional information to Appellant, after which the FS had further agreed that the Appellant would send the CO an amended claim setting out its concerns with more specificity. The CO would then issue an amended decision.

The Board granted the motion and thereafter, the CO issued new decisions. Appellant appealed the new decisions which essentially tracked the earlier decisions. The Board docketed the appeals on October 7, 2003 as AGBCA Nos.2003-194-1 (Contract No. 020282) and 2003-195-1 (Contract No. 004856). These superceded the earlier appeals, which were to be dismissed upon resolution of the new appeals .

The parties expressed a desire to attempt to settle the appeals and thereafter continued with discussions. The Board periodically conferred with the parties as to status and in each instance the parties sought permission to continue to talk. The Board agreed to continue matters.

While the parties would continue to advise the Board of their discussions, the Board determined on May 23, 2006, that notwithstanding continued discussions, the time had come for the parties to either settle the matter or go to hearing or submit on the record. That was reflected in a letter of that date. On June 2, 2006, the Board was notified by e-mail from Government counsel that she had spoken to Appellant counsel and he would be withdrawing the appeals. A copy of the e-mail was being faxed to Appellant's counsel. Thereafter, by fax dated that same day, June 2, 2006, Appellant through counsel filed its Withdrawal of Claim, which recited that it resolves all claims of either party under the above-captioned and numbered matters. A copy was provided to Government counsel.

### **DECISION**

In accordance with the withdrawal of claim, the appeals docketed as AGBCA Nos. 2003-165-1, 2003-166-1, 2003-194-1 and 2003-195-1 are dismissed.

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**HOWARD A. POLLACK**

Administrative Judge

**Issued at Washington, D.C.**

**July 13, 2006**